

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

IN THE LAKE CIRCUIT COURT  
CAUSE NO. 45C010606PL00241

STATE OF INDIANA,  
  
Plaintiff,  
  
v.  
  
KEYON P. MORRIS,  
  
Defendant.

FILED IN  
CLERK'S OFFICE  
JUN 26 AM 8 44  
THOMAS R. PHILPOT  
CLERK LAKE CIRCUIT COURT

**COMPLAINT FOR BREACH OF CONTRACT, INJUNCTION, RESTITUTION,  
COSTS, CIVIL PENALTIES, AND OTHER EQUITABLE RELIEF**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, states the Defendant, Keyon P. Morris, is in breach of a contract with the Indiana Attorney General, and further petitions the Court, pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, costs, civil penalties, and other relief.

**PARTIES**

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5.0.5-4(c).
2. The Defendant, Keyon P. Morris, is an individual engaged in the sale of goods via the Internet from his principal place of business, located in Lake County, at 1725 Burr Street, Gary, Indiana, 46406.

**FACTS**

3. Since at least May 26, 2005, the Defendant, Keyon P. Morris, has offered to sell items to consumers via the Internet.

CERTIFIED MAIL  
POST MARK

JUN 20 2005

**A. Allegations Related to Consumer Ronald Pedersen's Transaction.**

4. On or about May 27, 2005, the Defendant entered into a contract via the Internet with Ronald Pedersen ("Pedersen") of Old Bridge, New Jersey, wherein the Defendant represented he would sell a Magellan Roadmate 700 GPS Navigation System to Pedersen for Five Hundred Twenty-Five Dollars (\$525.00), which Pedersen paid.

5. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of the sale he would deliver the Magellan Roadmate 700 GPS Navigation System within a reasonable period of time.

6. As of today, the Defendant has yet to either deliver the Magellan Roadmate 700 GPS Navigation System, or to provide a refund to Pedersen.

**B. Allegations Related to Consumer Jim McElhaney's Transaction.**

7. On or about May 27, 2005, the Defendant entered into a contract via the Internet with Jim McElhaney ("McElhaney") of Butler, Pennsylvania, wherein the Defendant represented he would sell a Magellan Roadmate 700 GPS Navigation System to McElhaney for Five Hundred Thirty-Five Dollars (\$535.00), which McElhaney paid.

8. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of the sale he would deliver the Magellan Roadmate 700 GPS Navigation System within a reasonable period of time.

9. As of today, the Defendant has yet to either deliver the Magellan Roadmate 700 GPS Navigation System, or to provide a refund to McElhaney.

**C. Allegations Related to Consumer Tien Huynh's Transaction.**

10. On or about May 28, 2005, the Defendant entered into a contract via the Internet with Tien Huynh ("Huynh") of San Jose, California, wherein the Defendant represented he

AMANDA RO JARVIS  
MAY 2005

would sell Magellan Roadmate 700 GPS Navigation System to Huynh for Six Hundred Eighty-One Dollars and Five Cents (\$681.05), which Huynh paid.

11. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of the sale he would deliver the Magellan Roadmate 700 GPS Navigation System within a reasonable period of time.

12. As of today, the Defendant has yet to either deliver the Magellan Roadmate 700 GPS Navigation System, or to provide a refund to Huynh.

**D. Allegations related to the Assurance of Voluntary Compliance**

13. On September 30, 2005, the Lake Circuit Court approved an Assurance of Voluntary Compliance ("AVC") between the Indiana Attorney General and the Defendant, Keyon P. Morris. Attached and incorporated by reference as Exhibit "A" is a true and accurate copy of the AVC between the parties.

14. In the AVC, the Defendant agreed to the following provisions:

- a. *The [Defendant, Keyon P. Morris], in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the [Defendant, Keyon P. Morris] knows or should reasonably know it does not have.*
- b. *The [Defendant, Keyon P. Morris], in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, he is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when he knows or reasonably should know he cannot.*
- c. *The [Defendant, Keyon P. Morris], in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the consumer will be able to purchase the subject of the consumer transaction as advertised by the [Defendant, Keyon P. Morris], if the [Defendant, Keyon P. Morris] does not intend to sell it.*

- d. *The [Defendant, Keyon P. Morris], in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, et seq.*

15. The AVC also states in relevant part, "Upon execution of this Assurance, the [Defendant, Keyon P. Morris] shall pay consumer restitution in the amount of Five Hundred and Thirty-Five Dollars (\$535.00) to the Office of the Attorney General on behalf of Jim McElhaney of Butler, Pennsylvania."

16. The AVC further states in relevant part, "Upon execution of this Assurance, the [Defendant, Keyon P. Morris] shall pay consumer restitution in the amount of Five Hundred and Twenty-Five Dollars (\$525.00) to the Office of the Attorney General on behalf of Ronald Pedersen of Old Bridge, New Jersey."

17. In addition, the AVC states in relevant part, "Upon execution of this Assurance, the [Defendant, Keyon P. Morris] shall pay consumer restitution in the amount of Six Hundred Eighty-One Dollars and Twenty-Five Cents (\$681.25) to the Office of the Attorney General on behalf of Tien Huynh of Santa Clara, California."

18. Finally, the AVC states in relevant part, "Upon execution of this Assurance, the [Defendant, Keyon P. Morris] shall pay costs in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General."

19. Pursuant to an agreed upon payment plan, upon execution of the AVC, the Defendant made an initial payment of Thirty Dollars (\$30.00) toward consumer restitution.

20. On October 1, 2005, the Defendant made a payment of One Hundred and Twenty Dollars (\$120.00) toward consumer restitution.

21. On November 2, 2005, the Defendant made an additional payment of One Hundred and Twenty Dollars (\$120.00) toward consumer restitution.

22. Since these initial payments, the Defendant has refused, or otherwise failed to pay the balance of the consumer restitution, and has refused, or otherwise failed to pay the costs portion of the AVC.

**E. Allegations Related to Consumer Nick Pezan's Transaction.**

23. On or about December 30, 2005, the Defendant entered into a contract via the Internet with Nick Pezan of Lutz, Florida, wherein the Defendant represented he would sell a Tom Tom Go Navigation System to Pezan for One Hundred Eighty-Four Dollars (\$184.00), which Pezan paid.

24. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of the sale he would deliver the Tom Tom Go Navigation System within a reasonable period of time.

25. As of today, the Defendant has yet to either deliver the Tom Tom Go Navigation System, or to provide a refund to Pezan.

**F. Allegations Related to Consumer Eugene Stanley's Transaction.**

26. On or about April 16, 2006, the Defendant entered into a contract via the Internet with Eugene Stanley ("Stanley") of Easton, Pennsylvania, wherein the Defendant represented he would sell a television to Stanley for Three Hundred and Thirty-Five Dollars (\$335.00), which Stanley paid.

27. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of the sale he would deliver the television within a reasonable period of time.

28. As of today, the Defendant has yet to either deliver the television, or to provide a refund to Stanley.

**COUNT I – VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

29. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 28 above.

30. The transactions referred to in paragraphs 4, 7, 10, 23, and 26 are “consumer transactions” as defined by Ind. Code § 24-5-0.5-2(a)(1).

31. The Defendant is a “supplier” as defined by Ind. Code § 24-5-0.5-2(a)(3).

32. The Defendant’s representations to consumers he would sell items to the consumers, when the Defendant knew or reasonably should have known the consumers would not receive the items as represented, or any other such benefit from the transactions, as referenced in paragraphs 4, 7, 10, 23, and 26, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

33. The Defendant’s representations to consumers the Defendant would deliver the items, or otherwise complete the subject matter of the consumer transactions within a reasonable period of time, when the Defendant knew or reasonably should have known he would not, as referenced in paragraphs 5, 8, 11, 24, and 27, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

34. The Defendant’s representations to the consumers they would be able to purchase the items as advertised by the Defendant, when the Defendant did not intend to sell the items as represented, as referenced in paragraphs 4, 7, 10, 23, and 26, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(11).

**COUNT II – KNOWING AND INTENTIONAL VIOLATIONS OF  
THE DECEPTIVE CONSUMER SALES ACT**

35. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 34 above.

36. The misrepresentations and deceptive acts set forth in paragraphs 4, 5, 7, 8, 10, 11, 23, 24, 26, and 27 were committed by the Defendant with the knowledge and intent to deceive.

### **COUNT III - BREACH OF CONTRACT**

37. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 36 above.

38. By failing to abide by the terms of the Assurance of Voluntary Compliance and not fully paying the consumer restitution and costs, as referenced in paragraphs 15, 16, 17, and 18, the Defendant has breached his agreement with the Indiana Attorney General's Office.

39. As a result of the Defendant's breach, the Indiana Attorney General's Office, as well as the consumers benefiting from the Assurance of Voluntary Compliance, Jim McElhaney, Ronald Pedersen, and Tien Huynh, have been damaged.

### **RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendant, Keyon P. Morris, for a permanent injunction pursuant to Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendant from the following:

- a. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have, which the Defendant knows or reasonably should know it does not have;
- b. representing expressly or by implication the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable

period of time, when the Defendant knows or reasonably should know he cannot; and

- c. representing expressly or by implication the consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendant, Keyon Morris for the following relief:

- a. cancellation of the Defendant's unlawful contracts with all consumers, including but not limited to the persons identified in paragraphs 4, 7, 10, 23, and 26, pursuant to Ind. Code § 24-5-0.5-4(d).
- b. consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers for the purchase of items from the Defendant, including but not limited to those persons identified in paragraphs 4, 7, 10, 23, and 26, in an amount to be determined at trial;
- c. costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- d. on Count II of the Plaintiff's complaint, civil penalties, pursuant to Ind. Code § 24-5-0.5-4(g), for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation, payable to the State of Indiana;

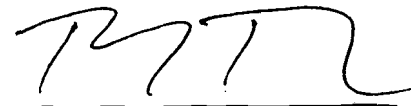


- e. on Count II of the Plaintiff's complaint, civil penalties, pursuant to Ind. Code § 24-5-0.5-8, for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;
- f. on Count III of the Plaintiff's complaint, consumer restitution in the amount of One Thousand Four Hundred Seventy-One Dollars and Twenty-Five Cents (\$1,471.25), payable to the Office of the Attorney General, for pro rata distribution to the following consumers: Jim McElhaney of Butler, Pennsylvania, Ronald Pedersen of Old Bridge, New Jersey, and Tien Huynh of Santa Clara, California;
- g. on Count III of the Plaintiff's complaint, costs of Three Hundred Dollars (\$300.00), payable to the Office of the Attorney General; and
- h. all other just and proper relief.

Respectfully submitted,

STEVE CARTER  
Indiana Attorney General  
Atty. No. 4150-64

By:



Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49

Office of Attorney General  
Indiana Government Center South  
302 W. Washington Street, 5th Floor  
Indianapolis, IN 46204  
Telephone: (317) 233-3300

STATE OF INDIANA

COUNTY OF LAKE

IN RE: KEYON MORRIS,

Respondent.

FILED IN THE LAKE CIRCUIT COURT

CLERK'S OFFICE

45C010509M100122

CAUSE NO.

05 SEP 27 AM 11 09

THOMAS R. PHILPOT  
CLERK LAKE CIRCUIT COURT

AVC NO.

05-037

Filed in Open Court

SEP 30 2005

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General

Terry Tolliver, and the Respondent, Keyon Morris, enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is an individual, residing at 1346 Michigan Street, Hammond, Indiana, 46320, and transacts business with consumers via the Internet.
2. The terms of this Assurance apply to and are binding upon the Respondent, his employees, agents, representatives, successors, and assigns.
3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Indiana Code § 4-6-9-4 and Indiana Code § 24-5-0.5-1, *et seq.*
4. The Respondent acknowledges he has been advised the Attorney General's role in this matter is to serve as counsel for the State of Indiana and the State of Indiana has not given the Respondent any legal advice regarding this matter. The Respondent expressly acknowledges the State of Indiana has previously advised the Respondent to secure legal counsel prior to entering into this Assurance for any legal advice the Respondent requires.

STATE'S  
EXHIBIT

A

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Respondent knows or should reasonably know it does not have.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, he is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when he knows or reasonably should know he cannot.

7. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the consumer will be able to purchase the subject of the consumer transaction as advertised by the Respondent, if the Respondent does not intend to sell it.

8. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

9. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Five Hundred Thirty-Five Dollars (\$535.00) to the Office of the Attorney General on behalf of Jim McElhaney of Butler, Pennsylvania.

10. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Five Hundred Twenty-Five Dollars (\$525.00), to the Office of the Attorney General on behalf of Ronald Pedersen of Old Bridge, New Jersey.

11. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Six Hundred Eighty-One and 25/100 Dollars (\$681.25), to the Office of the Attorney General on behalf of Tien Huynh of Santa Clara, California.

12. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General.

13. The Respondent shall not represent the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or execution of this Assurance constitutes such approval or endorsement.

14. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

15. The Office of the Attorney General shall file this Assurance with the Circuit Court of Lake County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 31 day of August, 2005.

STATE OF INDIANA

STEVE CARTER  
Indiana Attorney General

RESPONDENT

Keyon Morris  
KEYON MORRIS

By:

Terry Tolliver  
Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49  
Office of Attorney General  
302 W. Washington, 5th Floor  
Indianapolis, Indiana 46204  
Telephone: (317) 233-3300

APPROVED this 30 day of SEPT, 2005.

Shirley Anderson  
Judge, Lake County Circuit Court

**Distribution:**

**Terry Tolliver**  
**Office of the Attorney General**  
**302 W. Washington St., IGCS 5th Floor.**  
**Indianapolis, IN 46204**

**Keyon Morris**  
**1346 Michigan Street**  
**Hammond, IN 46320**

RECEIVED

JUL 2 2006

CONSUMER PROTECTION  
ATTORNEY GENERAL OF INDIANA